

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WASHINGTON, D.C. 20460



OFFICE OF ADMINISTRATION  
AND RESOURCES MANAGEMENT

March 24, 2014

To: NITAAC CIO-SP3 Contract Holder(s):

Subject: Task Order Request for Proposal (RFP) ID # C-30479 entitled "EPA Enterprise-wide Communications Technology Solutions"

The U.S. Environmental Protection Agency's Office of Technology, Operations, and Planning (OTOP), Enterprise Desktop Solutions Division (EDSD) requires the provision of an enterprise-wide communications technology solution to assist in meeting its strategic objectives and responsibilities under Federal legislation and executive orders. The goal of this acquisition is to improve the quality of the information and communication services provided to the EPA user community, while reducing OTOP's overall internal and external cost.

This is a re-competition requirement to GS-06F-0332Z, Task Order EP-G12H-00021. The incumbent contractor is Electronic Consulting Services (ECS). This procurement will be competed under the National Institute of Health (NIH) Information Technology Acquisition and Assessment Center's (NITAAC) Government-wide Acquisition Contract (GWAC) and is open to qualified CIO-SP3 contract holders under Task Areas 5, 6, and 8.

Contractors are requested to submit a Time-and-Materials (T&M) proposal for the services described in the attached Performance Work Statement (PWS), and in accordance with the submission instructions and evaluation factors. Contractors must provide their CIO-SP3 contract number in their proposal submission.

Proposals must be submitted electronically through NITAAC's electronic Government Ordering System (e-GOS) under RFP ID# C-30479 and received no later than **April 14, 2014, 6:00 PM Eastern Standard Time**. Proposals received after the closing date and time will not be considered. All questions associated with the RFP shall be submitted in writing via e-Gos under RFP ID# C-30479 and must be received by March 31, 2014 6:00 PM EDT. Questions received after this date will not be entertained.

EPA Procurement Point of Contact:

Sini Jacob, Contracting Officer / jacob.sini@epa.gov

Pricing Summary

Estimated Price for Total Period of Performance \$ TBD

(Signature of Person Authorized to Sign the Proposal) DATE

(Printed or Typed Name of Above Person)

Company DUNS Number and Tax Identification Number

Business Size

Payment Discount Terms or Net 30 Days

NIH Contract Number and Expiration Date

Signature Authority: The person signing the proposal submission must have the authority to commit the Contractor to all of the provisions of the proposal, fully recognizing that the Government reserves the right, by terms of the proposal make an award without further discussions.

**TABLE OF CONTENTS**

**PART I THE SCHEUDLE****SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****Page**

B.1 SPECIAL NOTICE TO NITAAC CIO-SP3 CONTRACT HOLDERS RECEIVING THE TASK ORDER REQUEST FOR PROPOSAL (CUSTOM).....	7
B.2 PROJECT MANAGEMENT PLANS (PMPs).....	7
B.3 PRICE/COST SCHEDULE.....	8
B.4 OPTIONAL QUANTITY HOURS.....	
B.4 LOADED HOURLY FIXED LABOR RATES.....	9
B.5 OTHER DIRECT COSTS .....	9
B.6 NITAAC CONTRACT ACCESS FEE (NCAF) (CUSTOM).....	10
B.7 FAR 52.232-22 LIMITATION OF FUNDS (APR 1984).....	10

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

C.1 TASK ORDER STATEMENT OF WORK (CUSTOM).....	10
C.2 EP 52.000-000 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (NOV 1994) .....	10
C.3 INCORPORATION OF THE CONTRACTOR'S SUBMISSION (CUSTOM).....	11
C.4 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT EPAAR 1552.211-79 (JULY 2013).....	11
C.5 ADDITIONAL INFORMATION REGARDING EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT .....	12

**SECTION D - PACKAGING AND MARKING**

[For this Solicitation, there are NO clauses in this Section].....	12
--	----

**SECTION E - INSPECTION AND ACCEPTANCE**

E.1 NOTICE Listing Contract Clauses Incorporated by Reference.....	13
--	----

**SECTION F - DELIVERIES OR PERFORMANCE**

F.1 DELIVERY OF REPORTS (CUSTOM).....	13
F.2 EPAAR 1552.211-70 REPORTS OF WORK (OCT 2000).....	13
F.3 EPAAR 1552.211-72 MONTHLY PROGRESS REPORTS (JUN 1996).....	14
F.4 EPAAR 1552.211-75 WORKING FILES (APR 1984) Clause incorporated by reference..	15
F.5 DELIVERABLES.....	15
F.6 PERIOD OF PERFORMANCE.....	17
F.7 PLACE OF PERFORMANCE.....	17

**SECTION G - CONTRACT ADMINISTRATION DATA**

G.1	CONTRACTING OFFICER'S REPRESENTATIVES (CUSTOM).....	17
G.2	SUBMISSION OF INVOICES – RTP FINANCE (CUSTOM).....	18
G.3	EPAAR 1552.242-71 CONTRACTOR PERFORMANCE EVALUATIONS (JULY 2011).....	18

**SECTION H – SPECIAL CONTRACT REQUIREMENTS**

H.1	QUALITY CONTROL PLAN.....	19
H.2	EPAAR 1552.203-71 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL.....	19
H.3	EPAAR 1552.208-70 PRINTING (SEPT 2012) Incorporated by reference.....	19
H.4	EPAAR 1552.209-70 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (APR 1984) Incorporated by reference.....	19
H.5	EPAAR 1552.209-71 ORGANIZATIONAL CONFLICT OF INTEREST (MAY 1994) ALTERNATE 1 Incorporated by reference.....	19
H.6	EPAAR 1552.209-72 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (APR 1984).....	19
H.7	EPAAR 1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (MAY 1994) Incorporated by reference.....	19
H.8	EPAAR 1552.209-75 ANNUAL CERTIFICATION (MAY 1996) Incorporated by reference.....	19
H.9	EPAAR 1552.227-76 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (MAY 1994) Incorporated by reference.....	19
H.10	EPAAR 1552.235-70 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (APR 1994) Incorporated by reference.....	19
H.11	EPAAR 1552.235-71 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (APR 1984) Incorporated by reference.....	20
H.12	EPAAR 1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APR 1996) Incorporated by reference.....	20
H.13	EPAAR 1552.235-80 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (OCT 2000).....	20
H.14	EPAAR 1552.237-71 TECHNICAL DIRECTION (AUG 2009).....	21
H.15	EPAAR 1552.237-72 KEY PERSONNEL (APR 1984).....	22
H.16	EPAAR 1552.237-75 PAPERWORK REDUCTION ACT (APR 1984) Incorporated by reference.....	22
H.17	EPAAR 1552.237-76 GOVERNMENT CONTRACTOR RELATIONS (JUNE 1999)...	22
H.18	LOCAL CLAUSE EPA-H-31-105 APPROVAL OF CONTRACTOR TRAINING.....	23
H.19	LOCAL CLAUSE EPA-H-39-101 CONTRACTOR ACCESS TO EPA COMPUTERS..	24
H.20	LOCAL CLAUSE EPA-H-42-103 TEMPORARY CLOSURE OF EPA FACILITIES	24
H.21	EP-S-00-02 TASK ORDER AND DELIVERY ORDER OMBUDSMAN (SEP 2000) DEVIATION.....	26
H.22	OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT--TIME AND MATERIALS OR LABOR HOUR CONTRACT, EPAAR 1552.217-75 (JUNE 1984).....	26
H.23	OPTION TO EXTEND SERVICES, FAR 52.217-8 (NOV 1999).....	26

H.24.	OPTION TO EXTEND THE TERM OF THE CONTRACT, FAR 52.217-9 (MAR 2000).....	27
H.25	CONTINUITY OF SERVICES, FAR, 52.237-3 (Jan 1991).....	27
H.26	SPECIAL SECURITY REQUIREMENTS FOR CONTRACTORS PERFORMING RESPONSE SERVICES AND/OR WORK ON A FEDERAL FACILITY.....	28

## **PART II – CONTRACT CLAUSES**

I.1	FAR 52.252 2 CLAUSES INCORPORATED BY REFERENCE.....	30
I.2	FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010) .....	30
I.3	FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012).....	30
I.4	FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012).....	30
I.5	FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984) .....	30
I.6	FAR 52.224-2 PRIVACY ACT (APR 1984) .....	30
I.7	FAR 52.227-17 RIGHTS IN DATA—SPECIAL WORKS (DEC 2007) .....	30
I.8	FAR 52.227-18 RIGHTS IN DATA—EXISTING WORKS (DEC 2007) .....	30
I.9	FAR 52.232-20 LIMITATION OF COST (APR 1984).....	30
I.10	FAR 52.232-22 LIMITATION OF FUNDS (APR 1984).....	30
I.11	FAR 52.232-25 PROMPT PAYMENT (ALTERNATE 1) (JUL 2013).....	30
I.12	FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013) .....	30
I.13	FAR 52.232-99 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JULY 2013) DEVIATION.....	31
I.14	FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996).....	31
I.15	FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004) ALTERNATE IV.....	31
I.16	FAR 52.253 1 COMPUTER GENERATED FORMS (JAN 1991) DEVIATION.....	31
I.17	EPA ACQUISITION REGULATION (EPAAR) CLAUSES INCORPORATED BY REFERENCE (CUSTOM).....	31
I.18	EPAAR 1552.224-70 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (APR 1984).....	31
I.19	EPAAR 1552.239-70 REHABILITATION ACT NOTICE (OCT 2000).....	31
I.20	PURSUANT TO FAR PART 39.2, ELECTRONIC AND INFORMATION TECHNOLOGY – SECTION 508 COMPLIANCE (CUSTOM).....	31
I.21	TAX (CUSTOM).....	32

## **PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

SECTION J - LIST OF ATTACHMENTS.....	32
--------------------------------------	----

**PART IV - REPRESENTATIONS AND INSTRUCTIONS****SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

K.1	ONLINE REPRESENTATIONS AND CERTIFICATIONS (ORCA).....	32
-----	---	----

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

L.1	FAR 52.216-1 TYPE OF CONTRACT (APR 1984).....	33
L.2	PROPOSED TASK ORDER START DATE.....	33
L.3	QUESTIONS REGARDING THE REQUEST FOR PROPOSAL (CUSTOM).....	33
L.4	NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EP 52.233-01) (JUL 1999).....	34
L.5	SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006) .....	34
L.6	SOLICITATION TECHNICAL INQUIRIES AND QUESTIONS.....	34
L.7	INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND PRICE PROPOSALS.....	34
L.8	PAST PERFORMANCE INFORMATION.....	42
L.9	SUBMISSION OF ORGANIZATIONAL CONFLICT OF INTEREST PLAN (LOCAL LRT-09-04) (DEC 2001).....	45
L.10	GREEN MEETINGS AND CONFERENCES .....	45
L.11	LATE SUBMISSIONS.....	46

**SECTION M - EVALUATION FACTORS FOR AWARD**Attachments:

M.1	EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990) .....	46
M.2	EVALUATION OF REQUEST FOR PROPOSAL SUBMISSIONS (CUSTOM).....	47
M.3	EVALUATION FACTORS FOR AWARD (CUSTOM).....	47
M.4	LOCAL LC-09-05 EVALUATION OF CONFLICT OF INTEREST PLAN (DEC 2001).....	48

ATTACHMENTS

1. EPA Enterprise-wide Communications Technology Solutions – (PWS)
2. Quality Assurance Surveillance Plan (QASP)
3. Government Furnished Property
4. Agency Security Requirements for Contractor Personnel
5. Minimum Standards for Contractors' COI Plans

**PART I – THE SCHEDULE**

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COST****B.1 SPECIAL NOTICE TO NITAAC CIO-SP3 CONTRACT HOLDERS RECEIVING THE TASK ORDER REQUEST FOR PROPOSAL (CUSTOM)**

1. This Request For Proposal (RFP) ID#C-30479 is issued in accordance with Federal Acquisition Regulation (FAR) 16.505(b) and the National Institutes of Health's (NIH) Information Technology Acquisition and Assessment Center's (NITAAC) CIO-SP3 Government-Wide Acquisition Contract (GWAC). Offerors are required to provide a technical and cost/price proposal in accordance with the instructions herein.

2. The Government intends to evaluate proposals and award a task order on initial offers. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary or in the best interest of the Government. The Government reserves the right not to make an award if the quality of responses received is less than that desired by the Government, available funding is insufficient or becomes unavailable, or for any other reason that the Government determines is not in its best interest. The offeror is solely responsible for all proposal costs associated with this request.

3. The EPA Contracting Officer has added specific EPA clauses, terms and conditions required by EPA's Acquisition Regulation (EPAAR) and the Office of Acquisition Management's (OAM) policy.

NOTE: The full text of an EPAAR clause may be accessed electronically at this address:

<http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&rgn=div6&view=text&node=48:6.0.1.8.35.1&idno=48>

4. The applicable clauses in the offeror's existing NITAAC CIO-SP3 contract that are in effect at the time the EPA CO issues the task order, as well as any and all modifications that NITAAC issues to the CIO-SP3 contract holders during the EPA's effective task order period of performance, are incorporated by reference and shall be in full force and effect.

5. The task order shall only be in effect for the period of time that the successful offeror's NITAAC CIO-SP3 contract is in effect.

**B.2 PROJECT MANAGEMENT PLANS (PMPs)**

1. The Contractor shall perform work under this task order as specified in the PWS. The contractor's PMP plans shall address the General (SOW Tasks 1 and 2) and the Functional (PWS Tasks 3 – 9) and all of the elements cited under PWS Section 5.1.5.

2. The contractor shall allocate all of its costs associated with the General PWS Tasks 1 and 2 to the Functional PWS Tasks 3 – 9 for the duration of this order. The cumulative value of any performance period shall not exceed the ceiling price for the performance period listed in the schedule. (RFP Section B.3). The contractor shall ensure that it allocates its costs appropriately according to the task areas its personnel are working on.

3. The underlying PMPs shall include a separate line item for the NITAAC Contract Access Fee (NCAF) for each performance period. (RFP Section B.6)

4. PMP Reviews: Prior to the exercise of any option period(s), each PMP will be reviewed by the Government to address Innovative and Emerging Communication Technologies as defined under PWS section 5.1.16. The Government may require the Contractor revise any or all of the PMP submissions during this review period. The PMP reviews will be subject to the changes clause and shall not exceed the awarded ceiling price for the performance/option period under review. (RFP section B.3).

### B.3 PRICE/COST SCHEDULE

The ceiling price shall include fully loaded fixed labor, Other Direct Costs and the NITAAC Contract Access Fee. The following ceiling prices for each twelve (12) Month (MO) period shall apply for payment purposes for the duration of the task order:

<u>CLIN</u>	<u>SCHEDULE OF SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT OF ISSUE</u>	<u>CEILING PRICE</u>
001	Base Period, 6/1/14 - 5/31/15	12	MO	\$TBD
002	Option Period 1, 6/1/15 - 5/31/16	12	MO	\$TBD
003	Option Period 2, 6/1/16 - 5/31/17	12	MO	\$TBD
004	Option Period 3, 6/1/17 - 5/31/18	12	MO	\$TBD
005	Option Period 4, 6/1/18 - 5/31/19	12	MO	\$TBD
006	Option Period 5, 6/1/19 - 5/31/20	12	MO	\$TBD

### B.4 LOADED HOURLY FIXED LABOR RATES

The Contractor must specify fully loaded fixed labor rates in its offer that include wages, overhead, general and administrative expenses, indirect costs, and profit for contractor-site and Government-site labor for the period of June 1, 2014 through May 31, 2020 in accordance with the existing terms of its CIO-SP3 contract. The Contractor must specify whether the fixed hourly rate for each labor category applies to labor performed by the Prime Contractors and/or each Subcontractor. The contractor's proposed labor categories must map back to the contractor's NITAAC CIO-SP3 labor categories. The term "Fixed Rates" represents the maximum loaded labor rates to be billed under this task order. The following fixed rates shall apply for payment purpose for the duration of the task order (TO BE DETERMINED).

### B.5 OTHER DIRECT COSTS (CUSTOM)

(a) Other Direct Costs (ODC), in the amount listed below, will be included in the total award value for each period of performance of the task order. The ODC pool is inclusive of travel and per diem, local travel, supplies and materials, reproduction, and other ODCs. The Government shall not reimburse the contractor for any dollar amount in excess of the ceiling amount specified as follows:

#### NOT-TO-EXCEED

Base Period of Performance, Year 1

TBD



Option Period 1, Year 2	TBD
Option Period 2, Year 3	TBD
Option Period 3, Year 4	TBD
Option Period 4, Year 5	TBD
Option Period 5, Year 6	TBD

(b) The contractor shall submit all requests for reimbursement for all ODC items at least one week in advance, unless otherwise authorized in writing by the CO, to the Contracting Officer Representative (COR) and CO. The COR will review the contractor's request and make a recommendation to the CO. The CO will provide the contractor with a written e-mail approval or disapproval of the contractor's request, and the contractor shall not incur any costs for an ODC prior to receiving the CO's approval.

(c) Any costs that the contractor incurs prior to receiving the CO's e-mail approval may be disallowed by the CO.

#### **B.6 NITACC CONTRACT ACCESS FEE (NCAF) (CUSTOM)**

The NITACC Contract Access Fee, (NCAF) of 1 percent (i.e., 0.01) shall be applied to the total award value of contractor performance. The total award value is inclusive of labor, fees (including award fees, incentive fees and incentive pools), and ODCs (including travel). The formula is: Total NCAF = Total Award Value x NCAF percentage. The NCAF for this order shall not exceed \$150,000.00 annually or \$900,000.00 over the full term of this order. The contractor shall propose NCAF as a separate sub-CLIN for each performance period.

#### **B.7 CEILING PRICE (CUSTOM)**

The ceiling price of this task order is \$ TBD at the time of award. The Contractor shall not make expenditures or incur obligations in the performance of this task order which exceed the ceiling price specified herein, except at the Contractor's own risk. The ceiling price is inclusive of the NCAF specified in clause B.6.

### **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

#### **C.1 TASK ORDER STATEMENT OF WORK (CUSTOM)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the scope of work/specifications included in RFP Attachment 1 – Performance Work Statement (PWS).

#### **C.2 EP 52.000-000 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (NOV 1994)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this task order:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

### **C. 3 INCORPORATION OF THE CONTRACTOR'S SUBMISSION (CUSTOM)**

The Contractor's submission in response to RFP ID# C30479 dated, TBD is incorporated by reference and is made a part of this task order. In the event of any inconsistencies between: 1) the Contractor's submission and 2) this NITAAC CIO-SP3 task order, the NITAAC CIO-SP3 task order's terms and conditions take precedence.

### **C.4 EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (JULY 2012)**

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information

itself and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

- (1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.
  - (2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.
  - (3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.
  - (4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.
- (b) General. The Contractor shall perform any IRM-related work under this contract in accordance with the IRM policies, standards, and procedures set forth on the Office of Environmental Information policy Web site. Upon receipt of a work request (i.e. delivery order, task order, or work assignment), the Contractor shall check this listing of directives. The applicable directives for performance of the work request are those in effect on the date of issuance of the work request. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards, and procedures.
- (c) Section 508 requirements (accessibility). Contract deliverables are required to be compliant with Section 508 requirements (accessibility for people with disabilities). The Environmental Protection Agency policy for 508 compliance can be found at [www.epa.gov/accessibility](http://www.epa.gov/accessibility).
- (d) Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/policies/index.html>.

## **SECTION D - PACKAGING AND MARKING**

**[For this Solicitation, there are NO clauses in this Section]**

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 NOTICE Listing Contract Clauses Incorporated by Reference**

#### **NOTICE:**

The following solicitation provisions and/or clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-6	MAY 2001	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR

**SECTION F - DELIVERIES OR PERFORMANCE**

**This section incorporates applicable clauses and provisions of the Offeror's underlying NITAAC CIO contract.**

**The full text of an EPAAR clause may be accessed electronically at this address:**

**<http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&rgn=div6&view=text&node=48:6.0.1.8.35.1&idno=48>**

**F.1 EPAAR 1552.211-70 REPORTS OF WORK (OCT 2000)**

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with RFP Attachment #1 – Performance Work Statement. Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the Contractor preparing the report.

**F.2 EPAAR 1552.211-72 MONTHLY PROGRESS REPORTS (JUN 1996)**

- (a) The Contractor shall furnish electronic copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost.
- (b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.
- (c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding task area and/or ODC item(s).
- (d) The report shall specify financial status for the task order as follows:
  - (1) For the current reporting period, display the amount claimed.
  - (2) For the cumulative period and the cumulative task order life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.
  - (3) For the Direct Labor portion of the monthly reporting period for each period of performance.
    - (i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.
    - (ii) For the current reporting period, display the total cost broken out by the task order prime Contractor and for each of the prime Contractor's subcontractors.
    - (iii) For the cumulative task order period of performance: the awarded amount, expended and remaining cost for the prime Contractor, and each of the prime Contractor's subcontractors.
    - (iv) Display the estimated costs to be expended during the next reporting period.
    - (v) Display the current dollar ceilings in the task order, net amount invoiced, and remaining amounts for the following categories: Contractor costs, subcontracts by individual subcontractor if

applicable, and ODCs.

(vi) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the task order.

(4) For the optional task portions of the monthly reporting period in each period of performance.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the total cost broken out by the prime Contractor and each of the prime Contractor's subcontractors.

(iii) For the cumulative task order period of performance and the cumulative task order life display: the awarded amount, expended and remaining cost for the prime Contractor, and each subcontractor.

(iv) Display the estimated costs to be expended during the next reporting period.

(v) Display the current dollar ceilings in the task order, net amount invoiced, and remaining amounts for the following categories: Contractor costs, subcontracts by individual subcontractor if applicable, and ODCs.

(vi) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the task order.

(e) The report's financial status shall specify:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on accepted submission incorporated into the task order or the revised amount, if applicable, (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the task order amount, less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out for the prime Contractor and each subcontractor.

(iii) For the current reporting period, cumulative task order period, and the cumulative task order life display: the negotiated, expended and remaining direct labor hours and costs

broken out by task order labor hour category for the prime Contractor and each subcontractor.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining costs for the T&M portion of the task order and the direct labor hours and costs for any exercised optional tasks to complete the task order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the task order.

(5) A list of deliverables for the task order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Funds" requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the Contracting Officer's Representative and Contracting Officer within ten (10) calendar days each month after the close of the Contractor's billing cycle and in accordance with the clause Submission of Invoices following the first complete reporting period of the task order.

**F.3 EPAAR 1552.211-75 WORKING FILES (APR 1984)** Clause incorporated by reference.

**F.4 DELIVERABLES**

The following table contains the basic deliverables required under the order. Additional deliverables may be specified by PWS Task Areas 5.1 – 5.9. The Government does not waive its right to request deliverables under the order, even if such requirements are not specifically listed in this table. The Deliverable representatives specifically listed in this table include the: 1) Contracting Officer (CO), 2) Contracting Officer Representative (COR); 3) Alternate Contracting Officer Representative (ACOR) and; 4) Service Delivery Manager (SDM). The term "After Receipt of Order" (ARO) is defined after the time the Contractor receives the task order.

**SOW**

Section	Deliverables Title	Frequency	Deliver To
5.1.15.1	Incoming Transition Plan – Final	15 Days ARO	CO, COR, ACOR, SDM
5.1.15.2	Outgoing Transition Plan –Final	60 Calendar Days prior to Task Order Expiration	CO, COR, ACOR, SDM
5.1	Standardized Plans for Program Management Operations (PMO)	ARO	CO, COR, ACOR, SDM
5.1	Task 1: Program Management Operations (PMO) (PMP)	Annually	CO, COR, ACOR, SDM
5.2	Task 2 WCF Business and Financial Operations (WCF)	Annually	CO, COR, ACOR, SDM
5.3	Task 3: Voice Operations	Annually	CO, COR, ACOR, SDM
5.4	Task 4: Video Operations	Annually	CO, COR, ACOR, SDM
5.5	Task 5: National Audio Communications	Annually	CO, COR,

			ACOR, SDM
5.6	Task 6: EPA National Locator	Annually	CO, COR, ACOR, SDM
5.7	Task 7: RTP Wide Area Network (WAN)	Annually	CO, COR, ACOR, SDM
5.8	Task 8: National Mobile Device Support Services	Annually	CO, COR, ACOR, SDM
5.9	Task 9: Special IT Projects	Annually	CO, COR, ACOR, SDM

## **F5 PERIOD OF PERFORMANCE**

The effective period of this task order is from June 1, 2014 through May 31, 2015 exclusive of unexercised optional periods of performance.

## **F.6 PLACE OF PERFORMANCE**

The place of performance and/or delivery requirements shall primarily be within the Washington D.C. Metropolitan Area, estimated to be within 50 miles of EPA Headquarters facilities located at 1200 Pennsylvania Ave, Washington DC 20460 unless otherwise specified in the PWS.

## **SECTION G – CONTRACT ADMINISTRATION DATA**

This section incorporates applicable clauses and provisions of the Offeror's underlying NITAAC CIO-SP3 contract.

### **G.1 CONTRACTING OFFICER'S REPRESENTATIVES (CUSTOM)**

The Contracting Officer's Representative (COR), the Alternate COR (ACOR), the Contract Specialist (CS), and the Contracting Officer (CO) for this task order are as follows:

- **CONTRACTING OFFICER'S REPRESENTATIVE (COR):**  
*This information will be included in the task order award document.*
- **ALTERNATE COR (ACOR):**  
*This information will be included in the task order award document.*
- **CONTRACT SPECIALIST (CS) FOR THE TASK ORDER:**  
*This information will be included in the task order award document.*
- **CONTRACTING OFFICER (CO) FOR THE TASK ORDER:**  
*This information will be included in the task order award document.*

### **G.2 SUBMISSION OF INVOICES – RTP FINANCE (CUSTOM)**

Invoices shall be prepared containing the following information:

- Date of Invoice
- Invoice number
- Total amount billed
- NITAAC Contract number
- EPA task order number
- Complete company name and billing address as stated on the task order
- Period of performance, where applicable
- Description of commodities/services furnished
- DUNS & Taxpayer Identification Number Bank for EFT payment, bank name, address, account number and routing number, if not in the System for Award Management (SAM)
- Point of contact (POC) name, phone number and email address

**Invoices shall be submitted to the address specified below -OR- submitted via e-mail (preferred) to: DDC-KInvoices@epa.gov using the following procedures:**

- Attach the Invoice PDF file to the email with the following naming convention and SUBJECT line: NITAAC Contract #, Invoice # and EPA task order # in the SUBJECT line of the email. No follow-up hardcopy for the Finance Center is required.
- Email body:
  - Submit no correspondence in the body of the email and do not include any attachments which are not invoices.
  - Provide all relevant information within each invoice attachment. Invoice page 1 must be first page of image.
  - It is suggested that the following statement be included in the email body: "NOTICE: this email data is for the designated recipient only and may contain privileged or confidential information. If you have received it in error, please notify the sender immediately and delete the original. Any unauthorized use of this email is prohibited."
- Each invoice must be signed by a representative of the Contractor that is fully and completely authorized to sign on behalf of the Contractor. The representative must also print their name, direct dial phone number, and email address.
- Attachment file name protocol is very important (invoice may be rejected if PDF naming protocol is incorrect). Please contact EPA's Financial Office Customer Service for invoice instructions at: (919) 541-1148, or via email at: [ContractPaymentInfo@epa.gov](mailto:ContractPaymentInfo@epa.gov).
- Receipt date for invoices will be the date RTP-Finance retrieves and successfully opens the invoice attachments. If invoices are sent on a weekend or federal holiday, or after 3 p.m. (EST or EDT) on a regular work day, the receipt will be dated for the next business day.
- Submitted invoices which do not conform to these procedures may be determined to be an inappropriate submission and are subject to rejection.



- The Contractor shall carbon copy (cc:) both the COR/ACOR and CO on the email when the Contractor submits its electronic invoice to EPA's Research Triangle Park Finance Center.

**If you are unable to submit your task order invoice via email, please use the mailing addresses below:**

<b>U.S. Postal Service</b>	U.S. Environmental Protection Agency RTP-Finance Center (D143-02) Durham, N.C. 27711
<b>UPS, Federal Express, or Overnight Mail</b>	U.S. Environmental Protection Agency RTP-Finance Center 4930 Old Page Road (D143-02) Durham, N.C. 27703

For task order invoicing or other issues, please contact EPA's Financial Office Customer Service at: (919) 541-1148, or via email at: [ContractPaymentInfo@epa.gov](mailto:ContractPaymentInfo@epa.gov)

Payment information and notification may be accessed by registering with the Department of Treasury's Internet Payment Platform (IPP) system at: <https://www.ipp.gov/>

### **G.3 EPAAR 1552.242-71 CONTRACTOR PERFORMANCE EVALUATIONS (JULY 2011)**

In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15 and EPAAR 1542.15, the EPA will prepare and submit past performance evaluations to the Past Performance Information Retrieval System (PPIRS). Evaluation reports will be documented not later than 120 days after the end of an evaluation period by using the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS. Contractors must register in CPARS in order to view/comment on their past performance reports.

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

**H.1 EPAAR 1552.203-71 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (AUG 2000)** Incorporated by reference.

**H.2 EPAAR 1552.208-70 PRINTING (SEPT 2012)** Incorporated by reference.

**H.3 EPAAR 1552.209-70 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (APR 1984)** Incorporated by reference.

**H.4 EPAAR 1552.209-71 ORGANIZATIONAL CONFLICT OF INTEREST (MAY 1994) ALTERNATE 1** Incorporated by reference.

**H.5 EPAAR 1552.209-72 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (APR 1984)**

The Contractor [ ] is [ ] is not aware of any information bearing on the existence of any potential

organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information.

**H.6 EPAAR 1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (MAY1994)** Incorporated by reference.

**H.7 EPAAR 1552.209-75 ANNUAL CERTIFICATION (MAY 1996)** Incorporated by reference.

**H.8 EPAAR 1552.227-76 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (MAY 1994)** Incorporated by reference.

**H.9 EPAAR 1552.235-70 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (APR 1994)** Incorporated by reference.

**H.10 EPAAR 1552.235-71 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (APR 1984)** Incorporated by reference.

**H.11 EPAAR 1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APR 1996)** Incorporated by reference.

**H.12 EPAAR 1552.235-80 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (OCT 2000)**

If the Contractor is required to have access to confidential business information (CBI) during the performance of this task order, the Contractor shall not have access to any CBI submitted to EPA under any authority until the Contractor obtains from the task order Contracting Officer=s Representative a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the Contractor.

**H.13 EPAAR 1552.237-71 TECHNICAL DIRECTION (AUG 2009)**

(a) Definitions.

“Contracting Officer Representative (COR),” means an individual appointed by the Contracting Officer in accordance with Agency procedures to perform specific technical and administrative functions.

“Task order,” as used in this clause, means work assignment, delivery order, or any other document issued by the Contracting Officer to order work under a service contract.

(b) The Contracting Officer Representative(s) may provide technical direction on task order or work request performance. Technical direction includes:

(1) Instruction to the Contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the task order and any task order there under. The Contracting Officer Representative(s) does not have the authority to issue technical direction which:

(1) Requires additional work outside the scope of the task order;

- (2) Constitutes a change as defined in the "Changes" clause;
  - (3) Causes an increase or decrease in the estimated cost of the task order;
  - (4) Alters the period of performance of the task order; or
  - (5) Changes any of the other terms or conditions of the task order.
- (d) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after oral issuance. The Contracting Officer will be copied on any technical direction issued by the Contracting Officer Representative.
- (e) If, in the Contractor's opinion, any instruction or direction by the Contracting Officer Representative(s) falls within any of the categories defined in paragraph (c) of the clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 3 days after receiving it and shall request that the Contracting Officer take appropriate action as described in this paragraph. Upon receiving this notification, the Contracting Officer shall:
- (1) Advise the Contractor in writing as soon as practicable, but no later than 30 days after receipt of the Contractor's notification, that the technical direction is within the scope of the task order effort and does not constitute a change under the "Changes" clause of the contract;
  - (2) Advise the Contractor within a reasonable time that the Government will issue a written modification to the contract; or
  - (3) Advise the Contractor that the technical direction is outside the scope of the task order and is thereby rescinded.
- (f) A failure of the Contractor and Contracting Officer to agree as to whether the technical direction is within the scope of the task order, or a failure to agree upon the task order action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this task order.
- (g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the Contracting Officer Representative, shall be at the Contractor's risk.
- NOTE: A Contracting Officer's Representative (COR) is the primary representative of the Contracting Officer (CO) authorized to provide technical direction. The CO may designate an Alternate COR (ACOR) for the task order. CORs must maintain copies of all technical direction and provide a copy to the CO upon the CO's request.

#### **H.14 EPAAR 1552.237-72 KEY PERSONNEL (APR 1984)**

- (a) The offeror shall assign to this task order the following Key Personnel:

<u>Title of Position</u>	<u>Name</u>
--------------------------	-------------

Program Manager

Task Lead(s)

Cost Analyst

- (b) During the first 90 calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.

The Contractor shall notify the Contracting Officer (CO) within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90 day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 30 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the CO. Proposed substitutes shall have equivalent qualifications to those of the persons being replaced. The CO will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

**H.15 EPAAR 1552.237-75 PAPERWORK REDUCTION ACT (APR 1984)** Incorporated by reference.

**H.16 EPAAR 1552.237-76 GOVERNMENT CONTRACTOR RELATIONS (JUNE 1999)**

(a) The Government and the Contractor understand and agree that the services to be delivered under this task order by the Contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the task order between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this task order shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts or task orders, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) Employee Relationship:

(1) The services to be performed under this task order do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This task order does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this task order are not subject to Federal income tax withholdings.

(2) Payments by the Government under this task order are not subject to the Federal Insurance

**Contributions Act.**

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this task order.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this task order.

(5) The entire consideration and benefits to the Contractor for performance of this task order is contained in the provisions for payment under this task order.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor task order activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor shall notify the CO in writing promptly, within 10 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice shall include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The CO will promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the CO will either:

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it shall be furnished by the Contractor and the date thereafter by which the Government will respond.

**H.17 LOCAL CLAUSE EPA-H-31-105 APPROVAL OF CONTRACTOR TRAINING**

(a) The Contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the task order PWS. The Contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the task order. In addition, the Contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The Contractor shall provide documentation of such training upon to the CO and COR in the Contractor's Monthly Progress Reports as a separate, clearly identified item.

(b) The Government will not directly reimburse the cost for Contractor employees to meet or maintain minimal task order requirements or to obtain and sustain an appropriate level of professionalism. The Government will only consider reimbursement of any direct charges for training if the Contractor complies with the procedures set forth in paragraph (c) below.

(c) The Government may determine to reimburse the direct cost of training only when the Government determines that to do so is in the best interests of the Government associated with a

requirement that represents a unique Government need unrecognized at the time of task order award. When such circumstances occur, the Contractor shall secure the CO's prior written approval by submitting a written request to the CO and COR that includes, at a minimum the following information:

- (1) Individual to be trained (identify position and job duties under task order).
- (2) Description of circumstances necessitating the training. (Describe the specific change to the performance requirements. Identify the section of the PWS that will benefit from training and describe in detail how the training relates to the SOW and job duties under the task order.)
- (3) Estimated cost (Include a cost breakdown. Explain why this is the most cost effective means to fulfill the task order requirements.)
- (d) The CO will provide the Contractor with written approval or disapproval of the Contractor's request. Approval of the Contractor's submission in response to the RFP that includes training as an additional cost shall not be construed to mean the training is approved; i.e., the Contractor shall obtain written approval pursuant to the terms of this clause. Training billed as a direct cost shall be disallowed by the CO unless approves it in accordance with this clause.
- (e) The Contractor shall include a clause with language that is substantially the same in all of the Contractor's subcontract agreements under this task order.

#### **H.18 LOCAL CLAUSE EPA-H-39-101 CONTRACTOR ACCESS TO EPA COMPUTERS**

The personnel listed below have been authorized access to EPA computers in the performance of this contract. In the event of changes to this listing through a reassignment, resignation, termination, completion of a task or any other reason making such access unnecessary, the Contractor shall immediately notify the Contracting Officer. To be completed at time of award

#### **H.19 LOCAL CLAUSE EPA-H-42-103 TEMPORARY CLOSURE OF EPA FACILITIES**

(a) (1) The Environmental Protection Agency observes the following days as federal holidays. The term "Federal holidays" as used in this clause shall mean only the following enumerated days and any other days hereafter declared National holidays by the President of the United States. Holidays falling on a Sunday will be observed on the following Monday. Holidays falling on a Saturday will be observed on the preceding Friday.

January 1	New Year's Day
January	Third Monday - Martin Luther King Day
February	Third Monday - Washington's Birthday
May	Last Monday - Memorial Day
July 4	Independence Day
September	First Monday - Labor Day
October	Second Monday - Columbus Day
November 11	Veterans Day
November	Fourth Thursday - Thanksgiving Day
December 25	Christmas Day

(2) Holiday observances of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in the contract.

(b)(1) EPA may close an EPA facility for all or a portion of a business day as a result of:

- (i) Granting administrative leave to non-essential EPA employees (e.g., unanticipated holiday);
- (ii) Inclement weather;
- (iii) Failure of Congress to appropriate operational funds;
- (iv) Any other day designated by Federal law, Executive Order or Presidential Proclamation; or
- (v) Other reason as determined by the EPA (e.g., designated furlough day for federal workers).

(2) In such cases, Contractor personnel not determined by the CO to be exempted (e.g., not performing mission-critical round-the-clock services/tasks) who are not already on duty at the facility shall not report to the facility. Such Contractor personnel already present shall be dismissed and shall leave the facility.

(3) The Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of mission-critical services/tasks already in operation or scheduled for performance during the period in which EPA employees are dismissed, and shall be guided by any specific instructions of the CO or his/her duly authorized representative. In formulating instructions the CO or authorized representative may consider recommendations from regional/local EPA facilities management/operations staff.

(c) When Contractor personnel services are not required or provided due to closure of an EPA facility as described in paragraph (b), the task order price will be adjusted as follows:

(1) For fixed-price contracts, deductions in the Contractor's price will be computed as appropriate for the particular firm fixed price task order in question, e.g.,

(i) The deduction rate in dollars per day will be equal to the per-month task order price divided by 21 days per month. In this example, the 21-days-per-month figure was calculated as follows: 365 calendar days/year – 10 Federal holidays – 104 Saturdays/Sundays = 251 days/12 months = 20.92 days/month, rounded up to 21 days/month

(ii) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided. If services are provided for portions of days, appropriate adjustment will be made by the CO to ensure that the Contractor is compensated for services provided.

(2) For cost-reimbursement, time-and-materials and labor-hour type contracts, EPA shall not reimburse, as direct costs, salaries or wages of Contractor personnel for the period during which such personnel are dismissed from, or do not have access to, the facility.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site unless otherwise instructed by the CO.

## **H.20 EP-S-00-02 TASK ORDER AND DELIVERY ORDER OMBUDSMAN (SEP 2000)**

**DEVIATION**

The Task-Order and Delivery-Order Ombudsman for this task order is:

Name: Susan Moroni  
Address: 1200 Pennsylvania Avenue, N.W. 3801R  
Washington, D.C. 20460  
Telephone Number: (202) 564-4321  
Facsimile Number: (202) 565-2473  
E-Mail Address: <moroni.susan@epa.gov>

**H.21 EPAAR 1552.217-75 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT--TIME AND MATERIALS OR LABOR HOUR CONTRACT, (JUNE 1984)**

NOTE: To exercise the option, the Contracting Officer will issue a Standard Form (SF) 30 modification to exercise the applicable task order optional period(s) of performance. Refer to RFP section B.3 'Price/Cost Schedule' for base and optional period timeframes.

(a) The Government has the option to extend the effective period of this task order for five (5) additional period(s). If more than sixty (60) days remain in the task order effective period, the Government, without prior written notification, may exercise this option by issuing a task order modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the option(s) are exercised, the "Ceiling Price" clause will be modified to reflect a new and separate ceiling price of \$ \_TBD\_ for the first option period, a new and separate ceiling price of \$ \_TBD\_ for the second option period, a new and separate ceiling price of \$ \_TBD\_ for the third option period, a new and separate ceiling price of \$ \_TBD\_ for the fourth option period, a new and separate ceiling price of \$ \_TBD\_ for the fifth option period.

(c) The "Effective Period of the Contract" clause will be modified to cover a

Base Period: June 1, 2014 – May 31, 2015

Option Period 1: June 1, 2015 – May 31, 2016

Option Period 2: June 1, 2016 – May 31, 2017

Option Period 3: June 1, 2017 – May 31, 2018

Option Period 4: June 1, 2018 – May 31, 2019

Option Period 5: June 1, 2019 – May 31, 2020

**H.22 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the task order. These rates may be adjusted only as a result of revisions to prevailing labor



rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days before the task order's expiration date.

**H.23. FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this task order by written notice to the Contractor within 30 days before the period of performance expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended task order shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 72 months.

**H.24 FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991)**

- (a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to--

- (1) Furnish phase-in training; and
  - (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- (c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

**H.25 SPECIAL SECURITY REQUIREMENTS FOR CONTRACTORS PERFORMING**

**RESPONSE SERVICES AND/OR WORK ON A FEDERAL FACILITY (CUSTOM)**

(a) For purposes of this clause, the following definitions apply:

(1) Sensitive Activities: A "Sensitive Activity" is an activity that the Environmental Protection Agency (EPA) has determined to have significant security concerns. A Sensitive Activity will be identified by the Contracting Officer (CO) and can be a task, place, or position that the CO has determined to be of such sensitivity to the Agency that higher level suitability criteria must be met by the contractor's personnel before performance. Examples of Sensitive Activities are law enforcement activities, geographically sensitive locations such as military installations and government buildings, and certain IT activities.

(2) Suitability Criteria: "Suitability Criteria" refers to pertinent information obtained through background checks used to identify character traits and past conduct that are reasonably sufficient to indicate whether a given individual is likely or not likely to be able to perform the requirements of a contract, task order, delivery order or subcontract for EPA without undue risk to the interests of the Government.

(3) Contractor Responsibility: Contractors are responsible for performing background checks and applying the Government's suitability criteria, identified in paragraph (e)(2), before the individual employee(s) may perform task order services for the EPA that involve access to EPA's Intranet and meet the HSPD-12 criteria. Contractors shall provide only those employees that meet the Government's suitability criteria identified in paragraph (e)(2). Background checks must be performed only once by the successful awardee for the period of performance of the task order. The coverage of the background check must include, at a minimum, a check of criminal history through national, state, and county law enforcement jurisdictions. Additionally, the check must provide sufficient information to permit the contractor to apply the Government's suitability criteria. The contractor is responsible for completing a background check on each of his employees prior to the employees beginning work onsite. To be valid, a background check must have been performed within the 6 month period prior to the employee beginning onsite work. At a minimum, the background check will include:

- i. National criminal and civil records;
- ii. Credit report;
- iii. Social security number trace;
- iv. Verification of US citizenship, visa legal status or legal resident status;
- v. Written inquiries to appropriate local law-enforcement agencies, former employers and supervisors;
- vi. Check of references
- vii. Verification of claimed degrees/education/military service
- viii. Professional license and certification verification.

(b) In order to perform and continue performing work under this task order, all contractor and subcontractor personnel shall be subject to an Agency- determined background investigation commensurate with the personnel's level of access and privileges to Agency data and systems. At a minimum, all contractor and subcontractor personnel must receive a favorable National Agency Check

with Inquiries (NACI) plus a credit search report that the Agency will conduct. To avoid unnecessary delays, new contractor and subcontractor personnel will be granted interim access to Agency data and systems that are required by the task order pending completion of the background investigation. The Government will immediately terminate the contractor's or subcontractor's employee's access to Agency data and systems, including passwords, if a background investigation produces unacceptable results as determined by the Agency.

(c) Contractors shall verify that the contractor has met the following minimum pre-screening requirements for the personnel the contractor plans to use on the task order:

(d) For each contractor and subcontractor employee that will be assigned to the task order, the contractor and subcontractor shall complete a Questionnaire for Public Trust Positions, SF 85p, a Credit Release Authorization and two (2) Standard Applicant Fingerprint Cards (Form FD 258). These forms shall be forwarded to the COR prior to a contractor or subcontractor employee beginning to work onsite or having access to Agency data or systems.

(e) The Agency will accept existing favorable NACI plus credit search reports for proposed contractor and subcontractor employees that are not older than three (3) years at the time the contractor or subcontractor provides them to the COR.

(f) Prior to commencement of task order performance, the contractor shall notify the CO, in writing, that the background checks and application of the suitability determination criteria, as set forth in (e) above, have been completed for affected individuals.

(g) Under the FY 2001 Defense Authorization Act, (P.L. 106-398), including Title X, subtitle G "Government Information Security Reform." Contractors are subject to the provision of the Computer Security Act of 1987. The contractor and its team of subcontractors shall conform to the provisions of these Acts.

(h) Whenever the contractor becomes aware that the retention of an employee for work at an onsite location under this task order is inconsistent with the interests of national security, such information shall be immediately provided to the CO that the contractor has removed that employee, and the contractor shall replace the employee with a qualified substitute. The removal and replacement shall be at no cost to the Government.

(i) The contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this task order. The contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this task order.

**NOTE:** This clause only applies to contractor and subcontractor personnel who will work at a designated "Sensitive Site," at a Government site or have access within the Agency computer systems.

## **PART II - CONTRACT CLAUSES**

This section incorporates all of the clauses and provisions of the Offeror's underlying NITAAC CIO-SP3 contract.

### **SECTION I – CONTRACT CLAUSES & PROVISIONS**

#### **I.1 FAR 52.252 2 CLAUSES INCORPORATED BY REFERENCE**

This task order incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acquisition.gov/far/>

**I.2 FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)**

**I.3 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)**

**I.4 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)**

**I.5 FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)**

**I.6 FAR 52.224-2 PRIVACY ACT (APR 1984)**

**I.7 FAR 52.227-17 RIGHTS IN DATA—SPECIAL WORKS (DEC 2007)**

**I.8 FAR 52.227-18 RIGHTS IN DATA—EXISTING WORKS (DEC 2007)**

**I.9 FAR 52.232-20 LIMITATION OF COST (APR 1984)**

**I.10 FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)**

**I.11 FAR 52.232-25 PROMPT PAYMENT (ALTERNATE 1)(JUL 2013)**

**I.12 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**

**I.13 FAR 52.232-99 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JULY 2013) DEVIATION**

This clause implements the temporary policy provided by OMB Policy Memorandum M- 12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012 as extended under OMB Policy Memorandum M-13-15 dated July 11, 2013.

(a) Upon receipt of accelerated payments from the Government, the Contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

**I.14 FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)**

**I.15 FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)  
ALTERNATE IV****I.16 FAR 52.253 1 COMPUTER GENERATED FORMS (JAN 1991) DEVIATION****I.17 EPA ACQUISITION REGULATION (EPAAR) CLAUSES INCORPORATED BY  
REFERENCE (CUSTOM)**

This task order incorporates one or more EPAAR clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of an EPAAR clause may be accessed electronically at this address:

<http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&rgn=div6&view=text&node=48:6.0.1.8.35.1&idno=48>

**I.18 EPAAR 1552.224-70 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND  
CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (APR 1984)**

(a) Section 6041 of title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with section 6041 of title 26 of the U.S. Code.

(b) If the offeror is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's social security number on the following line:

TBD.

**I.19 EPAAR 1552.239-70 REHABILITATION ACT NOTICE (OCT 2000)****I.20 PURSUANT TO FAR PART 39.2, ELECTRONIC AND INFORMATION  
TECHNOLOGY – SECTION 508 COMPLIANCE (CUSTOM)**

All deliverables shall be in compliance with the Section 508 Accessibility Standards of the Rehabilitation Act of 1973 and Amendments of 1998. When preparing deliverables, the Contractor shall refer to the most recent version of 508 Standards, which can be found at <https://www.access-board.gov/sec508/guide>.

**I.21 TAX (CUSTOM)**

The Federal Government is exempted from paying taxes. The tax exempt number is 52-085-2695.

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS****J.1 EP 52.252-100 LIST OF ATTACHMENTS (APR 1984)**

Number	Attachment Title
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- |    |   |
|----|---|
| 1. | EPA Enterprise-wide Communications Technology Solutions – (PWS) |
| 2. | Government Furnished Property                                   |
| 3. | Agency Security Requirements for Contractor                     |
| 4. | Minimum Standards for Contractors' COI Plans                    |

**PART IV - REPRESENTATIONS AND INSTRUCTIONS****SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS****K.1 FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Contractor or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other Contractor or competitor before bid opening (in the case of a sealed bid solicitation) or task order award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the proposal, and the title of his or her position in the offeror's organization];*

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary

to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

## **SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

### **L.1 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Time-and-Materials (T&M) task order award in accordance with Section B, Price/Cost Schedule for the support required in the PWS. Other direct costs for long distance travel, training or other items shall be within the ceiling price. The Government contemplates only one (1) award will be made as a result of this solicitation.

### **L.2 PROPOSED TASK ORDER START DATE (CUSTOM)**

For submission response purposes, offerors shall use a task order start date of June 1, 2014.

### **L.3 QUESTIONS REGARDING THE REQUEST FOR PROPOSAL**

Contractors shall submit all technical questions concerning this RFP electronically via NITAAC's e-GOS under RFP ID# C-30479 by March 31, 2014 NLT 6:00 PM EDT. The CO will answer questions which may affect offerors' submissions in an amendment to the RFP and will be posted on e-GOS. EPA will not divulge the source of the questions. Questions received after the due date shall not be entertained.

### **L.4 EP 52.233-01 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (JUL 1999)**

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

### **L.5 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Sini Jacob, EPA Contracting Officer

Hand-Carried Address:

Environmental Protection Agency  
1300 Pennsylvania Avenue, N, W (Mail Code 3803R)

Washington, DC 20004

Mailing Address:

Environmental Protection Agency  
1200 Pennsylvania Avenue, N.W. (Mail Code 3803R)  
Washington, DC 20460

(b) The copy of any protest shall be received in the office designated above within one (1) day of filing a protest with the GAO.

## **L.6 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND PRICE PROPOSALS**

### **I PROPOSAL CONTENT/SUBMITTAL DATA**

**A. Electronic Submission Only.** Proposals must be submitted electronically via e-GOS on or before the RFP closing date of **April 14, 2014, 6:00 PM Eastern Standard Time**. The total proposal package shall consist of Volume 1 Technical Submission and Volume 2 Price/Cost Submission. Your offer **MUST** cite your CIO-SP3 Contract Number in your proposal submission. For tracking purposes the e-GOS submission will be used to validate the timeliness of your submission.

**B. Exceptions, Deviations and Assumptions.** Any exceptions, deviations, or conditional assumptions to the terms of this order shall be fully explained in the proposal, but may make the offer unacceptable for award without discussions.

### **II. GENERAL INSTRUCTIONS FOR THE TECHNICAL PROPOSAL (VOLUME 1)**

The technical proposal shall be prepared using the following guidance:

**Length** - The maximum length of the technical proposal shall be limited to one-hundred (100) pages including all tables and figures. EPA will not review or evaluate any pages that exceed the page limitation. The technical proposal shall be submitted electronically, using no less than ten (10) point character size and no less than an average of 3/4" around each page for margins. Tables and figures shall use no smaller than ten (10) point character size and must be clear and readable. The following items are excluded from the above stated page limitation: resumes, letters of transmittal, cover page, table of contents, and letters of commitment. Offerors are strongly urged to be as succinct, clear, and as concise as possible in writing the proposal. "Bulletized" or outline formats are welcomed where appropriate.

**B. Organization** - Offerors are advised to supply all information in the sequence and format specified below. The Offeror's proposal and supporting documentation must provide a sufficient basis for a thorough evaluation of the proposal in accordance with the evaluation factors set forth in RFP Section M.3 Evaluation Factors. Written proposals shall consist of the following sections linked to the corresponding evaluation factors.

#### **1. Technical Capability and Approach**



**a. Draft Program Management Operations (PMO) Standardized Plans**

1. Communications Plan (PWS Section 5.1.4.1)
2. Risk Management Plan (PWS Section 5.1.4.3)
3. Quality Control Plan (PWS 5.1.8)
4. Asset Management Plan (PWS Section 5.1.9)
5. Transition Plans (PWS Section 5.1.18.1 – 3)

**b. Project Management Plans for SOW (Reference 5.1 – 5.9)**

1. Program Management Operations (PMO), PWS Section 5.1
2. WCF Business and Financial Operations, PWS Section 5.2
3. National Voice, PWS Section 5.3
4. National Video Operations PWS Section 5.4
5. National Audio, PWS Section 5.5
6. EPA National Locator, PWS Section 5.6
7. RTP Wide Area Network, PWS Section 5.7
8. National Mobile Devices, PWS Section 5.8
9. Special IT Projects, PWS Section 5.9

**2. Key Personnel****3. Past Performance****III. REQUIRED SECTIONS OF THE WRITTEN TECHNICAL PROPOSAL (VOLUME 1)****1. TECHNICAL APPROACH AND CAPABILITY**

**a. Draft Program Management Operations (PMO) Standardized Plans:** Offerors shall provide the following PMO standardized plans as a part of the proposal submission.

1. Communication Plan, (SOW Section 5.1.4.1)
2. Risk Management Plan, (SOW Section 5.1.4.2)
3. Quality Control Plan, (SOW 5.1.7)
4. Asset Management Plan, (SOW Section 5.1.8)
5. Transition Plans, (SOW Section 5.1.15)

**b. Project Management Plans (PMPs):** Offerors shall submit draft Project Management Plans to EPA that outline a clear and concise technical approach for who, what, when and how activities, schedule, resources, and performance measures will be performed and managed in accordance with the requirements of the SOW Task. All Project Management Plans shall address the

objectives described under SOW Section 3.0 and shall incorporate the principles of the General Functional Task 1 and Task 2.

Task 1: Program Management Operations (PMO)

Task 2: WCF Business and Financial Operations (WCF)

Task 3: Voice Operations

Task 4: Video Operations

Task 5: National Audio Communications

Task 6: EPA National Locator

Task 7: RTP Wide Area Network (WAN)

Task 8: National Mobile Device Support Services

Task 9: Special IT Projects

## **2. KEY PERSONNEL QUALIFICATIONS**

Offerors shall submit resumes for the proposed key personnel required in clause H.23 and any in addition to the minimum required. Resumes must include the following minimum information: key position title, availability, education, professional certifications, total years of experience related to the position for which the person is proposed, specialized experience, accreditations, memberships, and training. Offerors may propose additional Key Personnel at their own discretion.

## **3. PAST PERFORMANCE**

Offerors shall provide information set forth in provision L.7 **PAST PERFORMANCE INFORMATION**.

## **IV. GENERAL INSTRUCTIONS FOR THE PRICE/COST PROPOSAL (VOLUME 2)**

- A. All information relating to cost or pricing must be included in this volume of the proposal.
- B. The Government anticipates making award on initial offers, without discussions. Therefore, the price/cost proposal shall be prepared in sufficient detail to permit thorough and complete evaluation by the Government without additional correspondence or communication. During its evaluation, the Government may request clarifications, answers to questions that assist in the Government's understanding of information contained in the price/cost proposal, or the correction of minor omissions or errors that do not alter the offer. Consequently, failure to provide sufficient price/cost details, supporting documentation and the required schedules may result in the rejection of the offer if the Government awards on initial proposals.
- C. For pricing and evaluation purposes, you shall assume that the Government Furnished Property (GFP) listed in RFP Attachment 2 will be provided in accordance with current EPA policy.

D. For pricing and evaluation purposes, the Contractor should assume task order award date of June 1, 2014.

## **VI. REQUIRED SECTIONS OF THE PRICE/COST PROPOSAL (VOLUME 2)**

### **A. SUMMARY SCHEDULES FOR CLINs (001 – 006) (RFP Section B.2)**

. Clearly identify the (labor hours, labor categories, and other direct costs, and material handling rates) and NIH Fee associated with each year of the task order performance period. Provide summary schedules as follows:

<b><u>CLIN</u></b>	<b><u>SCHEDULE OF SUPPLIES OR SERVICES</u></b>	<b><u>QUANTITY</u></b>	<b><u>UNIT OF ISSUE</u></b>	<b><u>CEILING PRICE</u></b>
001	Base Period, 6/1/14 - 5/31/15	12	MO	\$TBD
002	Option Period 1, 6/1/15 - 5/31/16	12	MO	\$TBD
003	Option Period 2, 6/1/16 - 5/31/17	12	MO	\$TBD
004	Option Period 3, 6/1/17 - 5/31/18	12	MO	\$TBD
005	Option Period 4, 6/1/18 - 5/31/19	12	MO	\$TBD
006	Option Period 5, 6/1/19 - 5/31/20	12	MO	\$TBD

### **B. SUPPORTING SCHEDULES BY SOW TASK (SOW Sections 5.1 – 5.9)**

**Provide supporting schedules to correspond to the PMPs for SOW Sections 5.1 – 5.9. Please note that the costs associated with the General Functional (Tasks 1 and 2) are to be allocated to the Functional Task 3 – 9 during contract administration based upon usage.**

1. LOADED LABOR	HOURS	RATE	DISCOUNTED	TOTAL
Key Personnel	_____	_____	_____	_____
Non Key Personnel	_____	_____	_____	_____
Non Key Personnel	_____	_____	_____	_____
Non Key Personnel	_____	_____	_____	_____
Non Key Personnel	_____	_____	_____	_____

Non Key Personnel	_____	_____
Total Labor Costs	_____	_____
2. OTHER DIRECT COSTS	_____	_____
Subtotal ODCs	_____	_____
3. G&A on ODCs (%)	_____	_____
4. Total Award Value *		_____
5. NCAF 0.01%		_____
6. Total Amount		_____

**SUPPORTING SCHEDULE FOR SOW TASK 5.9 - IT SPECIAL PROJECTS.** For pricing and evaluation purposes the contractor shall propose the following NITAAC labor categories and specified level-of-effort for each performance period.

Labor Category	
Telecom Specialist	6000 hours
Telecom Engineer	6000 hours
Project Manager	2000 hours

**C. LABOR HOUR DISTRIBUTION BY SOW TASK AREA (SCHEDULE C)**

The offeror shall estimate the proposed labor hours and distribution and cross reference to the SOW to ensure each major SOW task area is represented.

<u>Major Statement Of Work Task Areas</u>	<u>Labor Hours</u>	<u>Percentage%</u>
Task 1: Program Management Operations (PMO)	_____	_____
Task 2 WCF Business and Financial Operations	_____	_____

Task 3: Voice Operations

Task 4: Video Operations

Task 5: National Audio Conferencing

Task 6: EPA National Locator

Task 7: RTP Wide Area Network (WAN)

Task 8: National Mobile Device

Task 9: Special Projects


**D. FIXED RATE SCHEDULES (RFP Section B.4)**

Propose Government Site Rates and Contractor Site loaded hourly labor rates in your offer that include wages, overhead, general and administrative expenses, and profit and NCAF, from the period of June 1, 2014 – May 31, 2020. Specify whether the fixed hourly labor rate for each labor category applies to labor performed by the Prime Contractors and/or each Subcontractor. The proposed labor categories must map back to your NIH CIO-SP3 contract.

**Sample Schedule**

Loaded Hourly Rates	Year 1 June 1, 2014- May 31, 2015	Year 2 June 1, 2015- May 31, 2016	Year 3 June 1, 2016 – May 31, 2017	Year 4 June 1, 2017 – May 31, 2018	Year 5 June 1, 2018 – May 31, 2019	Year 6 June 1, 2019 – May 31, 2020
Labor Category A						
Labor Category B						
Labor Category C						
Labor Category D						

The term “Fixed Rates” represents the maximum loaded labor rates to be billed under this task order. Include the basis for escalation.

**E. OTHER DIRECT COSTS (RFP Section B.6)**

Propose not-to exceed amounts for ODCs. The ODC pool is inclusive of travel and per diem, local travel communications, supplies, materials, reproduction, and other identified costs. The Government will not reimburse the awardee for any dollar amount in excess of the specified ceiling amounts.

**NOT-TO-EXCEED**

Base Period of Performance, Year 1

TBD

Option Period 1, Year 2	TBD
Option Period 2, Year 3	TBD
Option Period 3, Year 4	TBD
Option Period 4, Year 5	TBD
Option Period 5, Year 6	TBD

**L.7 EPAAR 1552.215-75 Past Performance Information (OCT 2000)**

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$500,000.00. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at maximum 5 contracts and subcontracts completed in the last 5 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

(a) Name of contracting activity.

(b) Contract number.

(c) Contract title.

(d) Contract type.

(e) Brief description of contract or subcontract and relevance to this requirement.

(f) Total contract value.

(g) Period of performance.

(h) Contracting officer, telephone number, and E-mail address (if available).

(i) Program manager/project officer, telephone number, and E-mail address (if available).

(j) Administrative Contracting officer, if different from (h) above, telephone number, and E-mail address (if available).

(k) List of subcontractors (if applicable).

(l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M.3. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

\* Indicates that the contracting officer inserts applicable dollar figure and number.

#### **L.8 SUBMISSION OF ORGANIZATIONAL CONFLICT OF INTEREST PLAN (LOCAL LRT-09-04) (DEC 2001)**

Offerors shall submit, along with their cost proposal an Organizational Conflict of Interest Plan which outlines the procedures in place to detect and report conflicts of interest (COI), whether actual or potential, throughout the period of contract performance. The plan shall address step by step, the checks and balances in place to detect and report potential or actual COI at the organizational and personal level as set forth in **RFP Attachment 7 entitled, "Minimum Standards for EPA Contractors' Conflict of Interest Plans"**. The minimum standards set forth the criteria which offerors' COI plans must meet in order to be acceptable to the Agency. The plan shall be evaluated in accordance with the criteria set forth in the Section M.4 provision entitled "Evaluation of Conflict of Interest Plan."

#### **L.9 GREEN MEETINGS AND CONFERENCES**

(a) The mission of the EPA is to protect human health and the environment. We expect that all Agency meetings and conferences will be staged using as many environmentally preferable measures as possible. Environmentally preferable means products or services that have a lesser or reduced effect on the environment when compared with competing products or services that serve the same purpose.

(b) As a potential meeting or conference provider for EPA, we require information about environmentally preferable features and practices your facility will have in place for the EPA event described in the solicitation.

(c) The following list is provided to assist you in identifying environmentally preferable measures and practices used by your facility. More information about EPA's Green Meetings initiative may



be found on the Internet at <http://www.epa.gov/oppt/greenmeetings/>. Information about EPA voluntary partnerships may be found at <http://www.epa.gov/partners/index.htm>.

- (1) Do you have a recycling program? If so, please describe.
  - (2) Do you have a linen/towel reuse option that is communicated to guests?
  - (3) Do guests have easy access to public transportation or shuttle services at your facility?
  - (4) Are lights and air conditioning turned off when rooms are not in use? If so, how do you ensure this?
  - (5) Do you provide bulk dispensers or reusable containers for beverages, food and condiments?
  - (6) Do you provide reusable serving utensils, napkins and tablecloths when food and beverages are served?
  - (7) Do you have an energy efficiency program? Please describe.
  - (8) Do you have a water conservation program? Please describe.
  - (9) Does your facility provide guests with paperless check-in & check-out?
  - (10) Does your facility use recycled or recyclable products? Please describe.
  - (11) Do you source food from local growers or take into account the growing practices of farmers that provide the food? Please describe.
  - (12) Do you use bio-based or biodegradable products, including biobased Cafeteria ware? Please describe.
  - (13) Do you provide training to your employees on these green initiatives? Please describe.
  - (14) What other environmental initiatives have you undertaken, including any environment-related certifications you possess, EPA voluntary partnerships in which you participate, support of a green suppliers network, or other initiatives?
- (d) Include "Green Meeting" information in your submission so that we may consider environmental preferability in selection of our meeting venue.

#### **L.10 LATE SUBMISSIONS (CUSTOM)**

- (a) Offerors are responsible for submitting proposals, and any modifications or withdrawals, through NITAAC's electronic Government order system (e-GOS) by the date and time specified in the RFP.
- (b) Any proposal, modification, or withdrawal received after the exact closing date and time as designated in the RFP is "late" and will not be considered unless:
  - (1) There is acceptable evidence to establish that it was received through NITAAC's e-GOS and was under NITAAC's control prior to the date and time set for receipt of proposals.
  - (2) Acceptable evidence to establish the date and time of receipt through NITAAC's e-GOS must be verified by the offeror through NITAAC's Customer Support Center personnel (Phone: 1-888-

773-6542 or Email: NITAACsupport@nih.gov). NITAAC e-GOS Login page:  
<https://ciosp3.olao.od.nih.gov/#login>.

- (c) EPA will not assist offerors during their NITAAC e-GOS online proposal submission process. Offerors must contact NITAAC's Customer Support Center directly for assistance.
- (d) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received via NITAAC e-GOS by the exact date and time specified in the RFP and urgent Government requirements preclude amendment of the RFP, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the RFP on the first work day on which normal Government processes resume.
- (e) Submissions may be withdrawn by written notice received at any time before the exact date and time set for receipt of proposals.

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1 (FAR 52.217-5) EVALUATION OF OPTIONS (JUL 1990)**

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

### **M.2 EVALUATION OF REQUEST FOR PROPOSAL SUBMISSIONS (CUSTOM)**

- (a) The Government will award a task order to the responsible offeror whose submission conforms to the Request for Proposal (RFP) and represents the overall "best-value" to the Government based upon section M.3 entitled "Evaluation Factors and the offeror's cost/price submission. For this RFP, all of the non-price evaluation factors, when combined, are significantly more important than price.
- (b) The Government will evaluate the offeror's submission to determine cost/price realism.
- (c) The Government reserves the right to award a task order based upon initial proposals. Therefore, offerors are put on notice that their technical and cost/price proposals must be complete and sufficiently detailed, for the Government to make an award decision based upon the initial submissions. The Government also reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.
- (d) The Performance Work Statement (PWS) represents the Government's requirements. The offeror shall provide complete explanations and descriptions for any variance(s) from the SOW.

### **M.3 EVALUATION FACTORS**

The 'Technical Proposal Instructions' under RFP section L.6 are hereby incorporated into these evaluation factors.

#### **FACTOR 1: Technical Capability and Approach**

60 Points

The Offeror will be evaluated on its Technical Capability and its approach to accomplish the

objectives, requirements, tasks and subtasks of the performance work statement as reflected in its: (a) Draft Program Operations Management Plans and (b) Project Management Plans (PMPs). The Offeror's submission under this factor will be evaluated for clarity, completeness, cohesiveness, and the extent to which the Offeror demonstrates an understanding of the management complexities of this requirement.

**FACTOR 2: Key Personnel**

**20 Points**

The Offeror will be evaluated on its proposed Key Personnel resumes submitted. The Offeror's Key Personnel will be evaluated based on their availability, education, professional certifications and total years of experience related to the position for which the person is proposed, specialized experience, accreditations, memberships, and training.

**FACTOR 3: Past Performance**

**20 Points**

The Offeror will be evaluated based on its past performance history by means of: (a) narrative information provided in response to the Request for Proposal; (b) information retrieved from the Contractor Performance Assessment Reporting System (CPARS); and (c) any other source of past performance information.

The Offeror will be evaluated on its past performance on contracts/sub-contracts similar in size, scope, complexity, and relevance to this SOW requirement with respect to support service, performance of personnel, customer satisfaction and business relations, project management, and cost control.

**M.4 EVALUATION OF COI PLAN (RESPONSIBILITY)**

The Offeror's Organizational Conflict of Interest (COI) Plan will be evaluated on whether it meets all of the requirements of the "Minimum Standards for EPA Contractors' Conflict of Interest Plans" (refer to RFP Attachment #5). COI Plans that meet all requirements will be rated as 'PASS.' COI Plans that do not meet all requirements will be rated as 'FAIL.' An offeror whose COI Plan is rated as 'FAIL' at the time of award will be ineligible for award.

**EPA Enterprise-wide Communications Technology Solutions  
Request For Proposal ID #C-30479  
Amendment 1**

Please note the following changes have been made via Amendment 1. For your convenience, listed changes to any documents are noted in RED text:

- Proposal submission due date extended to Monday April 21, 2014 9:00 AM Eastern Standard Time
- Answers to submitted Questions have been posted to the GWAC website/portal for viewing on April 8, 2014.
- Attachment 5 (Asset Management Policy) has been uploaded to the GWAC website/portal for viewing.
- Section L.7 of this RFP regarding Past Performance Information instructions has been edited.
- Paper size requirements have been specified as 8.5" x 11".
- ODC Plug-In amount of \$3.6M has been specified in the RFP and Q&A.
- Section 5.1.8 of PWS/SOW Task Area 1 has been edited.
- SOW Task Area 9 has been edited to labor category requirements.
- RFP Section M4 has been corrected.